

REMARKS

Claims 1, 3 and 4 have been rejected under 35 U.S.C. § 102 as anticipated by U.S. Patent No. 4,938,667 to della Porta (hereinafter "della Porta"). The Examiner stated:

"Della Porta teaches a method for introducing and activating a getter in a vacuum vessel, which comprises: introducing the getter (328) packaged in a protective sleeve (322) into the vacuum vessel (300); closing off and evacuating the vacuum vessel (col. 2 lines 23-26); and opening the protective sleeve after the evacuation has commenced (Col. 2 lines 32-35); which further comprises carrying out the opening of the protective sleeve by the action of an external pressure deforming the vacuum vessel during the evacuation to open the protective sleeve (col. 4 lines 43-45); which further comprises breaking the protective sleeve by contact with the vacuum vessel during the deformation of the vacuum vessel (col. 4 lines 43-45)."

Claims 1, 3 and 4 have been canceled and rewritten as new Claim 28 which further clarifies and claims the breaking of the protective sleeve with the walls of the vacuum vessel as is illustrated in Figs. 2A & 2B. della Porta does not disclose or suggest the breaking of the getter vessel with the walls of the vacuum vessel during the evacuation thereof. New Claim 28 clearly should be allowable over della Porta.

Claims 5, 7, 8 and 16-21 have been rejected under 35 U.S.C. § 102 as anticipated by U.S. Patent No. 4,704,068 to TheiBen (hereinafter "TheiBen"). The Examiner stated:

"TheiBen et al teach a method for introducing and activating a getter in a vacuum vessel, which comprises: introducing the getter packaged in a protective sleeve into the vacuum vessel (col. 1 line 63- col. 2 line 2); closing off and evacuating the vacuum vessel; and opening the protective sleeve after the evacuation has commenced (col. 2 lines 10-14); which further comprises; filling the gastight protective sleeve with a protective gas (col. 2 lines 15-18); and one of bursting and opening up the sleeve by evacuating the vacuum chamber (col. 2 lines 10-14); which further comprises providing the sleeve as a flexible film (col. 2 lines 3-7); which further comprises bursting the sleeve against a projection in an interior of the vacuum chamber (col. 2 lines 7-10; whereas the sleeve is attached to the inner surface of the vacuum it will inherently come into contact with said surface, which will inherently comprise projections, if only microscopic). TheiBen et al also teach a getter unit, comprising; a getter; and a protective sleeve surrounding said getter, said protective sleeve being at least partly formed from a flexible film; wherein said film is under prestress at surrounding atmospheric pressure (col. 2 lines 3-7); wherein said protective sleeve has at least one breaking point; wherein said protective sleeve being at least partly formed from a flexible film opened after the evacuation of the vacuum vessel has commenced."

Claims 5, 7 and 8 have been canceled and rewritten as new Claim 29 which further clarifies and claims the bursting of the flexible film protective sleeve by evacuating the vacuum chamber and causing the protective sleeve to expand against a projection formed in an interior wall of the vacuum chamber.

As the Examiner admitted in the Office Action, TheiBen does not show or suggest such a projection formed in the vacuum chamber to burst the protective sleeve when it is expanded against the projection. New Claim 28 clearly should be allowable over TheiBen.

Claim 8 further was rejected under 35 U.S.C. § 103 as obvious over TheiBen. The Examiner stated:

"TheiBen et al teach all of the limitations of claim 5 as cited above. In addition, the normal surface projections of a non-polished surface are considered readable on the claim language. However, even providing for a narrower interpretation of the terminology "projection", it would have been obvious to one having ordinary skill in the art at the time of the invention to add a projection, significant in length and sharpness, to the interior of the vacuum in order to facilitate the bursting of the protective sleeve more quickly than otherwise possible, whereby reducing the force of the burst and minimizing any damage that could be caused to the interior of the vacuum or any other objects that might also occupy that space."

As stated previously, new Claim 28 clearly should be allowable over TheiBen, which does not show or suggest such a projection and expanding the sleeve against the projection as illustrated in Figs. 1A, 1B and 1C.

Likewise, Claims 16-18 have been canceled and rewritten as new Claim 30 which further clarifies and claims a getter with a protective sleeve surrounding the getter, with a

breaking point formed in the protective sleeve. Again, TheiBen does not show or suggest such a breaking point, such as the breaking point 7 formed in the protective sleeve in Fig. 1B. New Claim 30 also clearly should be allowable over TheiBen.

Further, Claims 19-21 have been canceled and rewritten as new Claim 31 which further clarifies and claims a getter unit similar to the structure of Claim 30 and new Claim 31 clearly also should be allowable over TheiBen for the same reasons as Claim 30.

New Claims 28-31 remain under examination and should be clearly allowable. If the Examiner has any questions or further objections regarding the claims, the Examiner is requested to contact the undersigned.

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Respectfully submitted



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